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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

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JOSUE GUTIERREZ, individually, and
on behalf of all others similarly situated,

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Plaintiff,

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v.

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ERICSSON INC., a corporation; and
DOES 1 through 10, inclusive,

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Defendants.

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CASE NO.: EDCV 23-1665-GW-SHKx

**ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT
AND APPROVAL OF PAGA
SETTLEMENT**

Date: March 17, 2025

Time: 8:30 a.m.

Place: Courtroom 9D
350 West 1st Street
Los Angeles, CA 90012

1 The Court previously granted preliminary approval of the Settlement
2 Agreement entered into between Plaintiff Josue Guiterrez (“Plaintiff”) and Defendant
3 Ericsson Inc. (“Defendant” or “Ericsson”) (collectively, “the Parties”). (ECF No. 60.)
4 (“Preliminary Approval Order”). The Court preliminarily certified the following
5 Class (the “Class” or “Settlement Class”) for settlement purposes only:

6 All persons who worked for Defendant as a non-exempt employee reporting to
7 a California work location from June 22, 2019 to October 8, 2024.

8 The Court appointed, for settlement purposes only, Aubry Wand of the Wand
9 Law Firm, P.C. as Class Counsel, Plaintiff as representative for the Class, and
10 Simpluris, Inc. (“Simpluris”) as the Settlement Administrator. *Id.*

11 The Court directed the Parties to execute the Notice Plan, finding that it
12 constituted the best notice practicable under the circumstances and it satisfied due
13 process. The Class Notice informed Class Members of the material terms of the
14 Settlement, including, *inter alia*, (a) the nature of the case and claims asserted, (b) the
15 procedure for Class Members to follow in order to receive compensation under the
16 Settlement; (c) the payments to Class Counsel for attorneys’ fees and costs, the payment to the
17 Plaintiff for the Class Representative Service Award, the payment to the
18 Settlement Administrator for Settlement Administration Costs, and the payment to the
19 California Labor and Workforce Development Agency (“LWDA”) for PAGA
20 penalties; (d) the claims that Class Members release if they do not exclude themselves
21 from the Settlement, (e) the right of any Class Member to object to the proposed
22 Settlement, and an explanation of the procedures to exercise that right; (f) the right of
23 any Class Member to exclude themselves from the proposed Settlement, and an
24 explanation of the procedures to exercise that right; and (g) the date, time, and location
25 of the Final Approval Hearing. *Id.*

26 Thereafter, Plaintiff filed an unopposed Motion for Attorneys’ Fees and Costs
27 (ECF No. 61) and an unopposed Motion for Final Approval of Class Action
28 Settlement and Approval of PAGA Settlement (ECF No. 62). Both motions are now

1 before the Court. The Court, upon Notice having been given consistent with the
2 Preliminary Approval Order, and having considered the proposed Settlement, as well
3 as all papers filed, hereby grants both motions (but with reductions to the requested
4 attorneys' fees and the class representative service award), and **ORDERS AS**
5 **FOLLOWING:**

6 1. The terms and phrases in this Order shall have the same meaning as
7 ascribed to them in the Amended Class Action and PAGA Settlement Agreement and
8 Release (ECF No. 59-1) ("Amended Settlement Agreement"), which is the operative
9 Settlement Agreement, unless otherwise defined herein.

10 2. The Amended Settlement Agreement is hereby incorporated into this
11 Final Approval Order in full and shall have the full force of an Order of this Court.
12 This order similarly incorporates by reference the Preliminary Approval Order (ECF
13 No. 60).

14 3. Neither the Settlement nor any of the terms set forth in the Amended
15 Settlement Agreement are admissions by Defendant, or any of the other Released
16 Parties, of liability on any of the allegations alleged in the action, nor is this Order a
17 finding of the validity of any claims in the action, or of any wrongdoing by the
18 Defendant, or any of the other Released Parties.

19 4. The notice provided to the Class and PAGA Members pursuant to the
20 Amended Settlement Agreement and Preliminary Approval Order fully complied
21 with the requirements of Fed. R. Civ. P. 23 and due process, and was reasonably
22 calculated under the circumstances to apprise the Class of the pendency of the Action,
23 their right to object to or to exclude themselves from the Settlement, and their right to
24 appear at the Final Approval Hearing. *See Declaration of Lisa Pavlik ("Pavlik Decl.")*
25 ¶¶ 4-9. The rights of any potential dissenters to the proposed Settlement were
26 adequately protected. Zero Class Members submitted a Request for Exclusion,
27 objected to the Settlement, or submitted a valid workweek dispute. *Id.* ¶ 11-14. No
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1 Class members appeared at the Final Approval Hearing on March 17, 2025. Thus, the
2 Class's response to the Settlement was overwhelmingly positive.

3 5. Defendant properly and timely notified the appropriate government
4 officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of
5 2005 ("CAFA"), 28 U.S.C. § 1715. More than 90 days have elapsed since Ericsson
6 served notice pursuant to CAFA, rendering this Order on Final Approval appropriate
7 under 28 U.S.C. § 1715(d).

8 6. The Court finds that the requirements of Rule 23(a) of the Federal Rules
9 of Civil Procedure have been satisfied for certification of the Settlement Class for
10 settlement purposes only because: (1) the Settlement Class Members are so numerous
11 that joinder of all members is impracticable; (2) there are questions of law and fact
12 common to the Settlement Class; (3) the claims and defenses of the Class
13 Representative are typical of the claims and defenses of the Settlement Class; (4) the
14 Class Representative and Class Counsel have fairly and adequately protected the
15 interests of the Settlement Class with regard to the claims of the Settlement Class they
16 represent.

17 7. All facts bearing upon numerosity, commonality, typicality, and
18 adequacy of the class, as well as predominance of common questions and superiority
19 of a class action, remain unchanged. *See* Final Approval Motion at 7. "Accordingly,
20 the Court need not find anew that the settlement class meets the certification
21 requirements of Rule 23(a) and (b)." *Gonzalez v. BMC W., LLC*, No. 17-cv-00390-
22 JGB-(RAOx), 2018 WL 6318832, at *5 (C.D. Cal. Nov. 19, 2018) (internal quotation
23 marks omitted). Accordingly, the Court reaffirms its finding that the requirements of
24 Rule 23(a) and Rule 23(b)(3) of the Federal Rules of Civil Procedure have been
25 satisfied for certification of the Settlement Class for settlement purposes only.
26 Common questions of law and fact predominate for settlement purposes only. In
27 addition, pursuant to Rule 23(b)(3), the Court finds a class action settlement is
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1 superior to individual litigation and/or settlement as a method for the fair and efficient
2 resolution of this matter.

3 8. Accordingly, the Court hereby certifies the following Class:

4 All persons who worked for Defendant as a non-exempt employee reporting to
5 a California work location from June 22, 2019 to October 8, 2024.

6 9. The Court now grants final approval, and finds that the Settlement is fair,
7 reasonable, and adequate, consistent and compliant with all applicable requirements
8 of the Federal Rules of Civil Procedure, the California and United States
9 Constitutions, including the Due Process clauses, the Central District of California
10 Local Rules of Court, and any other applicable law. The Court finds that the
11 consideration to be paid to members of the Class is reasonable, and in the best interests
12 of the Class Members, considering the total value of their claims compared to (a) the
13 disputed factual and legal circumstances of the Action, (b) affirmative defenses
14 asserted in the Action, and (c) the potential risks and likelihood of success of
15 certifying a contested class and pursuing litigation on the merits. Moreover, the legal
16 and factual posture of this case, the amount of informal discovery completed, and the
17 fact that the Settlement is the result of arm's-length negotiations between the Parties,
18 support this finding. The Court further finds that Plaintiff conducted extensive
19 investigation and research, and that he was able to reasonably evaluate his position
20 and the strengths and weaknesses of his claims and his ability to certify them. Plaintiff
21 has provided the Court with enough information about the nature and magnitude of
22 the claims being settled, as well as the impediments to recovery, to make an
23 independent assessment of the reasonableness of the terms to which the Parties have
24 agreed. The Court finds that these facts, in addition to the Court's observations
25 throughout the litigation, demonstrate that there was no collusion present in the
26 reaching of the Settlement Agreement, implicit or otherwise. The Court also finds that
27 settlement now will avoid additional and potentially substantial litigation costs, as
28 well as delay and risks if the Parties were to continue to litigate the Action.

1 10. The Court has considered the requirements of Rule 23(e)(2) of the
2 Federal Rules of Civil Procedure, including:

- 3 (A) the class representatives and class counsel have adequately represented
4 the class;
5 (B) the proposal was negotiated at arm's length;
6 (C) the relief provided for the class is adequate, taking into account:
7 (i) the costs, risks, and delay of trial and appeal;
8 (ii) the effectiveness of any proposed method of distributing relief to
9 the class, including the method of processing class-member claims;
10 (iii) the terms of any proposed award of attorney's fees, including
11 timing of payment; and
12 (iv) any agreement required to be identified under Rule 23(e)(3); and
13 (D) the proposal treats class members equitably relative to each other.

14 11. The Court finds that each of these Rule 23(e)(2) factors weigh in favor
15 of granting final approval of the Settlement. Specifically, the Court finds that:

- 16 a. There are no signs of collusion that preclude final approval,
17 because as the Court found at preliminary approval, despite the
18 clear sailing agreement, any difference between the \$405,000 fee
19 award authorized by the Settlement and the Court's ultimate
20 award reverts to the Class Members, and the fact that the Court
21 decides the fee award, weighed against collusion. Preliminary
22 Approval Order at 13. The Court also noted that the class had an
23 opportunity to react to the attorney fees aspect of the Settlement
24 during the notice period. *Id.* No Class member objected to the fee
25 award, and as discussed below, the Court is awarding slightly less
26 than 26% of the Gross Settlement Amount, which is just above the
27 25% benchmark, and is a reasonable fee award;
28 b. Plaintiff and Class Counsel have adequately and diligently
 represented the Class;
 c. The Settlement was reached after informed arm's-length
 negotiations through the assistance of an experienced mediator.

1 Moreover, the Settlement was reached after considerable motion
2 practice and informal discovery;

3 d. Plaintiff represents that the Gross Settlement Amount represents
4 over 9% of the maximum damages potential if Plaintiff was able
5 to certify, and then prevail at trial, on his claims. When balanced
6 against the risks of continued litigation, the Court finds that the
7 Gross Settlement Amount is fair and provides meaningful
8 compensation to the Class.

9 e. The Gross Settlement Amount of \$1,350,000 is fair, reasonable,
10 and adequate, as it will provide each Class Member with an
11 average payment of \$1,487.20. Pavlik Decl. ¶ 17. This amount
12 will be slightly higher based on the reduction in attorneys' fees
13 and the class representative service award. This compensation is
14 meaningful, especially in the context of the costs, risks, and delay
15 posed by further contested litigation;

16 f. The proposed method of distributing compensation to the Class is
17 effective and reasonable, the requested attorneys' fees and costs
18 are reasonable, and there are no agreements between the Parties
19 other than the Amended Settlement Agreement; and

20 g. Class Members are treated equitably relative to each other under
21 the Settlement. The Settlement allocates 85% of the Net
22 Settlement Amount to those who did not previously sign releases
23 with Defendant and 15% of the Net Settlement Amount to those
24 who did. This allocation is appropriate and has a direct nexus to
25 legitimate considerations of injury and/or risk of actual recovery.
26 Moreover, the Class was advised of this allocation, but no Class
27 Member objected to it.

1 12. In addition to the Rule 23(e)(2) factors, the Ninth Circuit has advised
2 consideration of the following factors in assessing whether a proposed settlement is
3 fair, adequate, and reasonable: (1) the strength of the plaintiffs' case; (2) the risk,
4 expense, complexity, and likely duration of further litigation; (3) the risk of
5 maintaining class action status throughout the trial; (4) the amount offered in
6 settlement; (5) the extent of discovery completed and the stage of the proceedings; (6)
7 the experience and views of counsel; (7) the presence of a governmental participant;
8 and (8) the reaction of the class members to the proposed settlement. *In re Bluetooth*
9 *Headset Prods. Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011) (quoting *Churchill*
10 *Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)).

11 13. The Court evaluated the seven *Churchill* factors applicable at the
12 preliminary approval stage and found that all supported approval. *See* Preliminary
13 Approval Order at 14-16. The facts regarding the strengths and weaknesses of
14 Gutierrez's case, costs and risks of further contested litigation, risks associated with
15 maintaining a class action, the amount offered in settlement, the extent of discovery,
16 the experience and endorsement of class counsel, and the lack of government response
17 or involvement remain unchanged since this Court reviewed them in issuing
18 preliminary approval. *See* Final Approval Motion at 12-14. Therefore, the Court
19 incorporates by reference and reaffirms those findings.

20 14. The eighth *Churchill* factor, the reaction of the class, also supports final
21 approval. As previously stated, no objections were raised or exclusions requested
22 from the Settlement. Pavlik Decl. ¶¶ 11-13. “[T]he absence of any objections to the
23 Settlement Agreement among Class Members supports final approval.” *In re*
24 *Aftermarket Auto. Lighting Prods. Antitrust Litig.*, No. 09 MDL 2007-GW-(PJWx),
25 2014 WL 12591624, at *3 (C.D. Cal. Jan. 10, 2014); *see also Nat'l Rural*
26 *Telecommc'nns Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004) (“[T]he
27 absence of a large number of objections to a proposed class action settlement raises a

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1 strong presumption that the terms of a proposed class settlement action are favorable
2 to the class members.”).

3 15. Based on consideration of the foregoing factors, and the Court’s
4 familiarity with the litigation, the Court finds that the Settlement is in all respects fair,
5 reasonable, and adequate, and is in the best interest of the Class. It is hereby finally
6 approved.

7 16. The Court finds that the settlement of Plaintiff’s PAGA claim represents
8 a fair and equitable pursuant to California Labor Code section 2698, *et seq.*, for the
9 same reasons. Additionally, the LWDA was given notice of the Settlement, but it took
10 no position. Accordingly, the Court approves the PAGA settlement.

11 17. The Gross Settlement Amount, the Net Settlement Amount, and the
12 methodology used to calculate and pay each Class Member’s and PAGA Member’s
13 settlement payments are fair and reasonable, and the Court authorizes the Settlement
14 Administrator to issue individual settlement payments to each Class Member and
15 PAGA Member pursuant to the terms of the Amended Settlement Agreement. The
16 Court also authorizes the Settlement Administrator to issue payment to the LWDA.

17 18. Class Members and PAGA Members shall have 90 days from the
18 postmark date of issuance to negotiate their settlement checks. If the amount of un-
19 cashed settlement checks exceeds \$23,000, said funds shall be distributed to Class
20 Members that negotiated their checks in a timely manner and in accordance with the
21 terms of the Amended Settlement Agreement. If the amount of un-cashed settlement
22 checks is \$23,000 or less, said funds shall be paid to Legal Aid at Work, the *Cy Pres*
23 Recipient. Legal Aid at Work is a non-profit organization whose mission includes
24 helping low wage workers in California.¹ If there is a redistribution, Class Members
25 shall have 90 days from the postmark date of issuance to negotiate those funds, and
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28 ¹ <https://legalaidatwork.org/#>

1 any unclaimed remaining funds after this time period shall be paid to Legal Aid at
2 Work.

3 19. In addition to any recovery that Plaintiff may receive as a Settlement
4 Class Member and PAGA Member under the Settlement, and in recognition of
5 Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves the
6 payment of a Class Representative Service Award in the amount of \$6,000 to Plaintiff,
7 which is a reduction from the \$7,500 authorized under the Settlement. As stated in
8 Plaintiff's declaration, Plaintiff took on risk, both financial and in terms of future
9 employment prospects, by agreeing to act as the Class Representative, devoted
10 considerable time and energy to this action for the benefit of the Class, agreed to a
11 section 1542 waiver, which does not apply to the release of Class Members, and
12 achieved an excellent result for the Class. The payment is fair, reasonable, and
13 justified under the circumstances of this case. The Court authorizes the Settlement
14 Administrator to issue this payment to Plaintiff.

15 20. Based on the briefing, argument, and evidence Plaintiff submitted in
16 support of this motion, the Court awards Plaintiff attorneys' fees of \$350,000. This
17 represents a reduction from the \$405,000, or 30% of the fund, authorized by the
18 Settlement. An award of attorneys' fees of \$350,000, which represents slightly less
19 than 26% of the fund, is a slight upward departure from the 25% benchmark, and it is
20 reasonable and appropriate based on the facts of this case. The Court also finds that
21 Class Counsel's costs of \$23,426.59 are reasonable. The Court authorizes the
22 Settlement Administrator to issue these payments to Class Counsel.

23 21. The Court approves the payment of settlement administration costs in
24 the amount of \$9,500 to Simpluris. However, if the redistribution provision is not
25 triggered, Simpluris shall be awarded \$6,500, and it shall pay the difference of \$3,000
26 to Legal Aid at Work.

27 22. The Parties and the Settlement Administrator are hereby directed to
28 implement the Amended Settlement Agreement according to its terms.

1 23. Upon the Effective Date, Plaintiff, all Settlement Class Members and
2 PAGA Members, the State of California and the LWDA, shall have, by operation of
3 this Order and the accompanying Judgment, fully, finally, and forever released,
4 relinquished, and discharged Defendant and Released Parties from all Released Class
5 Claims and Released PAGA Claims, as defined under the terms of the Amended
6 Settlement Agreement. The Court declares the Amended Settlement Agreement to be
7 binding on all Class Members and all PAGA Members.

8 24. Plaintiff's Motion for Final Approval and Motion for Attorneys' Fees
9 and Costs and Class Representative Service Award are hereby granted, and the Court
10 directs that a judgment shall be entered in accordance with the terms stated herein,
11 and as set forth in the Judgment.

12 25. Without affecting the finality of the Judgment, the Court shall retain
13 exclusive jurisdiction to enforce the Amended Settlement Agreement, the Final
14 Approval Order and Judgment.

IT IS SO ORDERED.

DATED: March 18, 2025


George H. Wu